



**HMFA**

Charles Richman  
Chairman

Anthony L. Marchetta  
Executive Director

October 8, 2015

Dear Vendor:

The New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "HMFA") is seeking HUD certified housing counseling agencies and New Jersey licensed debt adjusters to provide counseling services related to the New Jersey HomeSaver Counseling Programs (hereinafter referred to as the "HomeSaver Programs").

The On-line Application for HomeSaver Programs includes the following:

1. Applicant's Checklist
2. Application Specific Definitions
3. HomeSaver Programs Description & Scope of Work
4. HomeSaver Programs Specific Submittal Requirements
5. Mandatory Affirmative Action Language (Exhibit A)
6. Company Certification and Questionnaire (Exhibit B)
7. Source Disclosure Certification Form (Exhibit C)
8. Vendor Code of Ethics (Exhibit D)
9. Fee Schedule and Affirmation (Exhibit E)
10. Sample of State Business Registration Certificate

It is important that the documents are completed in full, signed and dated where indicated. Failure to submit or sign any of the required documents may result in a disqualification.

Please return the required information to:

New Jersey Housing & Mortgage Finance Agency  
**Attention:** Procurement - HomeSaver Counseling Programs  
637 South Clinton Avenue  
Trenton, New Jersey 08650-2085

If you have any questions regarding this application process, please contact the Procurement Department at 609-278-7421.

Sincerely,

Brenda H. King  
Procurement Officer

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

637 South Clinton Avenue ♦ P.O. Box 18550 ♦ Trenton, NJ 08650-2085

TELEPHONE: (609) 278-7400 ♦ WEB: [www.nj-hmfa.com](http://www.nj-hmfa.com)



# NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

## NEW JERSEY HOMESAVER COUNSELING PROGRAMS

### APPLICANT'S CHECKLIST

The following is a checklist for all applicants to complete. Please sign and date the documents where indicated, attach the requested information, and return the entire packet to the HFMA.

	<u>Vendor</u>	<u>HMFA</u> <u>(use only)</u>
1. Mandatory Affirmative Action Language (Exhibit A)	(     )	(     )
2. Company Certification and Questionnaire (Exhibit B)	(     )	(     )
3. Source Disclosure Certification Form (Exhibit C)	(     )	(     )
4. Code of Ethics Form (Exhibit D)	(     )	(     )
5. Fee Schedule & Affirmation (Exhibit E)	(     )	(     )
6. Required Elements as stated in Specific Requirements (Section 4.0)	(     )	(     )
7. Copy of current 503(c) (3) non-profit certification (if applicable)	(     )	(     )
8. Certificate of Insurance (with HMFA named as additional Insured)	(     )	(     )
9. A copy of Applicant's HUD certification or other proof of current compliance and/or NJ Debt Adjustor License	(     )	(     )
10. Copy of New Jersey Business Registration Certificate (required unless proof of non-profit status is provided)	(     )	(     )

\_\_\_\_\_  
Name of Firm            (Please print or type)

\_\_\_\_\_  
Date

# NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

## NEW JERSEY HOMESAVER COUNSELING PROGRAMS

### **1.0 INFORMATION FOR BIDDERS**

#### **Background**

The New Jersey Housing and Mortgage Finance Agency (hereinafter referred to as the "Agency") is an independent state agency, whose primary mission is to provide funding for affordable home ownership and housing opportunities for New Jersey Residents. The Agency is a strong, unified advocate for housing production, financing and improvement. It accomplishes its mission by responding to the needs of its residents by implementing creative programs and establishing alliances that fund affordable home mortgages for first-time home buyers; promoting construction and rehabilitation of rental housing; encouraging mixed-income, owner-occupied housing growth as a means to stabilize neighborhoods; advancing the growth and development of municipalities; contributing to the quality of life of older adults, the disabled and those with special housing needs; and formulating partnerships to foster the economic development of New Jersey and the personal development of its residents.

### **2.0 DEFINITIONS**

**Action Plan** - A comprehensive written plan including, but not limited to, the following information:

- Summary of the clients financial situation
- Budget
- Steps to be taken by the client
- Steps to be taken by the counselor
- Estimate of time necessary to reach a solution

**Addendum** –Written clarification or revision to this application issued by HMFA.

**Agency Program Administrator** - Individual responsible for the overall management and administration of the contract.

**Applicant** – An individual or business entity submitting a proposal/bid in response to this application

**Application** – A document which establishes the submission and contract requirements and solicits applications to meet the needs of the HMFA as identified herein.

**Client** – A homeowner who has elected to participate in the Program and has been referred to a Contractor for Program counseling.

**Contract** – This application, any addendum to this application, and the Applicant's proposal submitted in response to this application, as accepted by the HMFA.

**Contractor** – The Applicant awarded a contract resulting from this application.

**Debt Adjustor** – A person who is licensed by the State of New Jersey to engage in the business of either: (a) acting or offering to act for consideration as an intermediary between a debtor and his creditors for the purpose of settling, compounding, or otherwise altering the terms of payment of debts of the debtor; or (b) to that end, receiving money or other property from the debtor, or on behalf of the debtor, for payment to, or distribution among, the creditors of the debtor.

**Evaluation Committee** – A committee consisting of HMFA staff established to review and evaluate responses to this application and to recommend a contract award between the New Jersey Housing and Mortgage Agency and the approved Housing Counseling Agency or Debt Adjustor.

**Executive Director** - The Chief Executive Officer of the HMFA.

**Home Affordable Modification Program (HAMP)** - A federal program designed to help financially struggling clients avoid foreclosure by modifying loans to a level that are affordable for clients now and sustainable over the long term. The program provides clear and consistent loan modification guidelines that the entire mortgage industry can use.

**Home Affordable Unemployment Program (UP)** – A forbearance program which is a temporary period of time during which the regular monthly mortgage payment is reduced or suspended.

**HomeKeeper Program** – A program to assist eligible New Jersey homeowners who, through no fault or circumstance of their own, are in danger of losing their homes to foreclosure as a direct result of unemployment or under employment.

**HomeSaver Program** – A mortgage assistance program designed to assist financially struggling homeowners who are at risk of foreclosure, by facilitating a first mortgage loan modification, recast, and/or refinance.

**Housing Counselor** - An experienced counselor who (a) works for a HUD-certified Counseling Agency.

**HUD-Certified Counseling Agency** – An agency approved by HUD to provide housing counseling services.

**May** – Denotes that which is permissible, not mandatory.

**New Jersey Housing and Mortgage Finance Agency (HMFA)** – The entity that has issued this application and will enter into a contract with successful Contractor(s).

**Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of an application as materially non-responsive.

**Should** – Denotes that which is recommended, not mandatory.

**Subcontractor** – An entity having an arrangement with an HMFA contractor, where the HMFA contractor uses the products and/or services of that entity to fulfill some of its obligations under its contract, while retaining full responsibility for the performance of all of its [the contractor's] obligations under the contract, including payment to the subcontractor. The subcontractor has no legal relationship with the HMFA, only with the contractor.

### **3.0 THE NEW JERSEY HOMESAVER PROGRAM DESCRIPTION**

HMFA is offering the HomeSaver Program, a mortgage assistance program which began statewide in July 2015. The HomeSaver Program assists homeowners who are at risk of foreclosure by facilitating a first mortgage loan modification, recast, and/or refinance. HMFA was awarded \$300 million in foreclosure prevention assistance through the U.S. Treasury's Hardest Hit Fund to provide assistance to struggling homeowners facing foreclosure or imminent foreclosure. A minimum of \$112 million was committed to the HomeKeeper Program exclusively for unemployment and under employment program. It was determined by Treasury that additional funds could be allocated to other foreclosure prevention programs to be developed.

A minimum of \$17,288,770 has been committed to the HomeSaver Program.

The HomeSaver mortgage assistance is in the form of a 0% interest rate, deferred-payment mortgage loan in an amount not to exceed \$50,000.00. Eligible applicants are defined as New Jersey homeowners who, through no fault or circumstance of their own are at risk of foreclosure due to recent unemployment, loss of/reduction in income or other demonstrated financial hardships. The proceeds from the HomeSaver assistance loan will be used to facilitate a refinance, recast, or permanent modification of the first mortgage loan through a principal reduction and/or reinstatement payment to bring the household monthly payment to an affordable level.

Applicants will apply for the HomeSaver assistance loan through a participating Servicer, a HUD Certified Housing Counseling Agency or a New Jersey licensed Dept Adjustor approved for participation in the HomeSaver program. The Counseling Agency/Debt Adjustor will apply on line on behalf of the homeowner for the HomeSaver program via a web-based portal application and will upload into the web-based portal all pertinent information provided to them by the homeowner.

The counselor/debt adjustor will provide the homeowners with all available options for assistance including assistance under Home Affordable Modification program ("HAMP") or Home Affordable Unemployment Program ("UP"). Determination of the homeowner's eligibility for HAMP will be made and utilized before any determination of homeowner's eligibility for HomeSaver. The documentation provided by the homeowner will help the counselor make these preliminary decisions and determine eligibility of the homeowner for a HomeSaver loan or for other types of assistance.

#### **4.0 SCOPE OF WORK – HOMESAVER COUNSELING SERVICES**

**4.1** Applicants must be either: (1) a HUD certified counseling agency; or (2) a New Jersey licensed Debt Adjustor. Successful Applicants will be placed on the HomeSaver Qualified List. HMFA may terminate successful Applicants from the HomeSaver Qualified List at any time for failure to maintain the required level of qualifications.

- a. The Counseling Agency/Debt Adjustor will apply on line on behalf of the homeowner for the HomeSaver program via a web-based portal application and will upload into the web-based portal all pertinent information provided to them by the homeowner.
- b. Using the portal, the Counseling Agency/Debt Adjustor will be asked to provide certain information and documentation that will determine preliminary eligibility for HomeSaver.
- c. The counselor/debt adjustor will complete a face-to-face appointment with the homeowner within 10 business days of the application submission date. The counselor/debt adjustor will:
  1. Determine eligibility for HAMP;
  2. Determine eligibility for other assistance programs in the event the homeowner is not eligible for HAMP;
  3. Determine preliminary eligibility for HomeSaver in the event the homeowner is not eligible for any other assistance program that would better benefit the homeowner.

To assist in making these determinations, the counselor/debt adjustor will have available information provided through the web-based portal. It is expected that the counselor/debt adjustor will be responsible for collecting and verifying any other information necessary to make an informed determination as to the best course of action for the homeowner.



- d. The counselor/debt adjustor will verify whether the homeowner is eligible for HomeSaver and that homeowner's application is complete. The counselor/debt adjustor will then transmit the completed HomeSaver application and all required documentation to the HMFA along with an action plan summarizing the homeowner's financial situation as well as a recommendation regarding HomeSaver assistance.

#### **4.2 HomeSaver Counselors/Debt Adjustor**

Counselors/debt adjustors participating in HomeSaver will be required to:

- a. Complete a face-to-face appointment with the homeowner within 10 business days of the application submission date.
- b. Provide documentation that the counseling session included identifying the client's core problem, a recommendation on how to proceed and a detailed action plan, including timelines and next steps and documentation of any follow-up efforts, referrals and additional communication.
- c. Assist the client in completing and submitting the HomeSaver application. In all cases the counselor will make a determination as to the best recommended course of action for the homeowner, whether it is the HomeSaver program, other available programs or a negotiated exit from the home.

#### **4.3 Reporting and Other Requirements**

Successful Applicants shall be responsible for the following:

- a. Preparing monthly activity reports in a format designated by the HMFA.
- b. Maintaining records in separate files for each client counseled. Such records will be made available to the HMFA for inspection upon request.
- c. The HMFA may perform periodic audits of the successful Applicant's records with regard to any and all activities related to the HomeSaver Program, including but not limited to financial records.
- d. Maintain records for a period of at least (3) three years after end of contract or for such longer period as may be required pursuant to applicable law.

#### **4.4 Compensation**

HomeSaver allows for a total compensation of \$600 as follows:

- \$600 per case for each referred New Jersey HomeSaver client who receives intake/triage for HomeSaver assistance and is fully counseled and screened for HAMP, UP and/or other foreclosure prevention programs to determine the best course of action for the client; and
- The \$600 payment will be processed upon submission to HMFA of the client's application including all required documentation which shall be complete and satisfactory to the HMFA, (See Scope of Work – HomeSaver Counseling Services) and a monthly invoice showing the applicants name, address, date of the face to face appointment and the date that the required documentation was uploaded into the web based portal.

#### **4.5 Contract Term**

This contract will be awarded for one year. The Contract may be extended for four (4) additional one (1) year terms, upon mutual written consent of both parties. Notwithstanding the one year contract term, the successful applicant shall be required to complete HomeSaver counseling for all clients accepted prior to the expiration date of the contract with the HMFA. The successful applicant will be eligible for payment for those clients provided 1) the successful applicants started working with the client prior to the expiration date of the contract with the HMFA; and 2) the successful applicant completed the requirements as defined under fee schedule (see Compensation above). If, in the opinion of the HMFA, it is in the best interest of the HMFA to extend any contract entered into as a result of this application, the successful applicant will be so notified of the HMFA's intent at least thirty (30) days prior to the expiration date of the existing contract. The successful applicant shall have fifteen (15) calendar days to respond to the HMFA's request to extend the contract. If the successful applicant agrees to the extension, all terms and conditions of the original contract, including price or compensation will be applicable for the additional contract extension. Please be advised that the payment of intake or triage fees is subject to funding availability.

### **5.0 SPECIFIC REQUIREMENTS FOR NEW JERSEY HOMESAVER COUNSELING PROGRAMS**

#### **5.1 Submission Requirements for Counseling Agencies and Debt Adjustors**

All Counseling Agencies/Debt Adjustors responding to this application are required to provide the items listed below in a concise format, numbered and organized in the following order:

- a. A copy of Applicant's Current HUD certification or other proof of compliance and/or New Jersey Debt Adjustor License
- b. A brief history of the Counseling Agency/Debt Adjustor, including the level of counseling activity during the past three years
- c. A brief history or resume of each principal (e.g. Executive, Director, Partners, President, Vice President, CEO) in the Applicant's organization including counseling supervision experience or counseling experience within the past three (3) years
- d. Narrative of Applicant's ability to negotiate with creditors, servicing agents and lenders to produce a successful outcome for a client
- e. Written certification from the Applicant that information and reports shall be provided as and when required by the HMFA
- f. A detailed description of the default mitigation and foreclosure counseling services currently offered by the Applicant
- g. Description of Geographical areas by counties served by the Applicant
- h. Physical location of office(s)
- i. References: A list of lenders and/or clients to whom you have provided default mitigation and foreclosure counseling services or with whom you have worked. Include contact names and telephone numbers (minimum of 3 references; maximum of 6 references)

- j. Resumes of counselors who will be providing counseling under the HomeSaver Program including their years of experience with foreclosure and default mitigation experience and fluency in languages that may be common to the Applicant's client.

## **5.2 Criminal Background Check**

Contracts awarded under this application may be subject to a criminal background check of the person(s) responsible for oversight of the day to day operations of the HomeSaver Program and all HomeSaver counselors.

It is the responsibility of the successful Applicant to provide the HMFA with a current list of individual counselors and the supporting background information for each individual counselor. HMFA will not authorize an individual counselor to work the HomeSaver Program until such time as all necessary information has been reviewed and approved by the HMFA. In the event there are changes to the individual housing counselors employed by the successful Applicant, it is the responsibility of said Applicant to immediately notify the HMFA and provide all required background information to the HMFA for any new counselor hired by the successful Applicant.

## **5.3 Certificates of Insurance (ACORD 25 – Certificate of Liability Insurance)**

The Successful Applicant must assume all risks connected with his/her work and shall comply with all State Laws and Regulations concerning Workers' Compensation. Insurance shall be maintained to protect him/her against all claims for damages for personal injury, including death, which may arise during the performance of the contract, either by him/herself or by any Subcontractor or anyone directly or indirectly employed by either of them. Any insurance company providing coverage must be authorized to do business in the State of New Jersey.

The Successful Applicant shall provide the HMFA with current certificates of insurance for all coverages and renewals thereof. Certificates of renewals shall be provided to the HFMA within thirty (30) days of expiration of the insurance. The HMFA shall be named an ADDITIONAL INSURED on all CERTIFICATES OF INSURANCE. Insurance coverage shall remain in effect until the contract is completed.

The Successful Applicant shall not commence work under this contract, until the Successful Applicant has obtained all insurance as required and such insurance has been approved by the HMFA, nor shall the Successful Applicant allow any Subcontractor to commence work, in his/her subcontract, until all similar insurance required of the Subcontractor has been so obtained and approved.

The Successful Applicant's insurance shall apply to and provide coverage for all Subcontractors and/or suppliers unless the Contractor forwards to the HMFA the Certificate of Insurance for the Subcontractor and/or supplier.

The Successful Applicant shall give the HMFA 30 days written notice of any material change in, cancellation of, or expiration of the policies.

## **5.4 Insurance Requirements**

- a. Workers' Compensation and Employers' Liability: This insurance shall be maintained in force during the life of this contract covering all employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(A) and N.J.A.C. 12:235-1.6.
- b. General Liability Insurance: This insurance shall be provided with limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$2,000,000



aggregate for property damage, and shall be maintained in full force during the life of the contract.

#### **5.5 New Jersey Business Registration**

In accordance with P.L.2004, c. 57 & P.L. 2009, c. 315 (N.J.S.A.52:32-44 et seq.) a Bidder and any named Subcontractors are required to have a valid NJ Business Registration Certificate (NJBRC), issued by the New Jersey Division of Revenue in the Department of the Treasury, prior to entering into a contract. The Bidder shall provide a copy of its NJBRC, and those of any named subcontractors, to the contracting State agency prior to entering into a contract; no contract shall be entered into by any contracting State agency unless the Bidder first provides this proof of valid business registration. Any Bidder, inclusive of any named subcontractor (s), who does not possess a valid Business Registration Certificate, prior to the award of a contract, will be deemed ineligible for a contract award. A sample certificate is enclosed with this application.

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)**

**N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS  
EXHIBIT A**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.



## EXHIBIT A (Cont.)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance))

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS, PROFESSIONAL SERVICES AND SERVICE CONTRACTS**

This form is a summary of the successful vendor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful vendor shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance) to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

NEW JERSEY HOMESAVER COUNSELING PROGRAMS  
COMPANY CERTIFICATION AND QUESTIONNAIRE  
EXHIBIT B

Corporation, Partnership, Limited Liability Company, Other: \_\_\_\_\_  
(Circle or Select One)

State of Formation: \_\_\_\_\_

This information is necessary to obtain the approval of the HMFA, and it will be expressly relied upon. Complete each item, using **NONE** or **NOT APPLICABLE** where necessary. If more space is needed to answer any specific item, use a separate sheet.

A. Applicant (use official names without abbreviations):

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

\_\_\_\_\_  
County

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone #

\_\_\_\_\_  
Employer's I.D. No.

\_\_\_\_\_  
Organizational ID No. (from State of formation)

B. Is the Applicant a subsidiary or direct or indirect affiliate of any other organization? If so, indicate name of related organization and relationship.

**NEW JERSEY HOMESAVER COUNSELING PROGRAMS**  
**COMPANY CERTIFICATION AND QUESTIONNAIRE**  
**EXHIBIT B (Cont.)**

- C. Management: List all owners, officers, directors, partners of Bidder, and any stockholders that have a 10% interest or more in applicant. **For Non-Profits: List all officers of the Board, the Executive Director and the person responsible for oversight of day to day operations of the Bidder.** If the Bidder is a publicly held corporation, please provide the latest proxy statement indicating stock ownership. Complete all columns for each such person showing the percentage of ownership interest. (Use additional sheet if necessary).

NAME	HOME ADDRESS	BIRTH PLACE & DATE OF BIRTH	OFFICE HELD	PERCENTAGE OWNERSHIP

- D. For all individuals named in Item C above list all other companies, partnerships or associations in which such persons have **more than 10% interest** or in which such person is an officer, director or partner. Complete all columns for each person showing the percentage of ownership interest. (If none, so state. Use additional sheets if necessary).

NAME	COMPANY	PARTNERSHIP	ASSOCIATION HELD	PERCENTAGE INTEREST



**NEW JERSEY HOMESAVER COUNSELING PROGRAMS**  
**COMPANY CERTIFICATION AND QUESTIONNAIRE**  
**EXHIBIT B (Cont.)**

- E. Has the Bidder or any person listed in Items C and D above, entered into any agreement, participated in a collusion, or otherwise taken any action in restraint of free and competitive bidding or negotiation in connection with the services to be provided?
- \_\_\_\_\_yes \_\_\_\_\_no      If yes, furnish details on separate attachment
- F. Have any of the above parties, within the last five years, been a party defendant in litigation or administrative proceedings involving laws governing hours of labor, minimum wage standards, discrimination in wages, child labor, worker's compensation, payroll or withholding taxes, employment discrimination or occupational safety and health?
- \_\_\_\_\_yes \_\_\_\_\_no      If yes, furnish details on separate attachment
- G. Is Bidder or management of Bidder or any of the persons listed in Items C or D now a plaintiff or defendant in any civil or criminal litigation?
- \_\_\_\_\_yes \_\_\_\_\_no      If yes, furnish details on separate attachment
- H. Have any of the persons listed in Items C or D been subject to any disciplinary action, past or pending, by any administrative, governmental or regulatory body?
- \_\_\_\_\_yes \_\_\_\_\_no      If yes, furnish details on separate attachment
- I. Have any of the persons listed in Items C or D been or are they now subject to any order resulting from any criminal, civil or administrative proceedings brought against them by any administrative, governmental, or regulatory agency?
- \_\_\_\_\_yes \_\_\_\_\_no      If yes, furnish details on a separate attachment
- J. Have any of the persons listed in Items C or D been denied any license by any administrative, governmental, or regulatory agency on the grounds of moral turpitude?
- \_\_\_\_\_yes \_\_\_\_\_no      If yes, furnish details on a separate attachment
- K. Has the Bidder or management of Bidder or any of the persons listed in Items C or D been informed of any current or on-going investigation of the Bidder or management of the Bidder for possible violation of State or Federal laws, or has the Bidder or management of the Bidder been indicted or subpoenaed by any grand jury or investigative body or had any records subpoenaed by any grand jury investigative body?
- \_\_\_\_\_yes \_\_\_\_\_no      If yes, furnish details on a separate attachment

**NEW JERSEY HOMESAVER COUNSELING PROGRAMS  
COMPANY CERTIFICATION AND QUESTIONNAIRE  
EXHIBIT B (Cont.)**

- L. Has the Bidder or any person listed in Items C or D above or any concern with which any person(s) listed in Items C or D has been connected, ever been in receivership or adjudicated a bankrupt?  
\_\_\_\_\_yes \_\_\_\_\_no If yes, furnish details on a separate attachment
- M. Has the Bidder or any person listed in Items C or D above been denied a business related license or had it suspended or revoked by an administrative governmental or regulatory agency?  
\_\_\_\_\_yes \_\_\_\_\_no If yes, furnish details on a separate attachment
- N. Has the Bidder or any person listed in Items C or D above been debarred, suspended or disqualified from contracting with any federal, state or municipal agency?  
\_\_\_\_\_yes \_\_\_\_\_no If yes, furnish details on a separate attachment
- O. Has the Bidder, if a corporation, had its charter revoked or suspended in the State of New Jersey?  
\_\_\_\_\_yes \_\_\_\_\_no If yes, furnish details on a separate attachment
- P. Are any of the persons listed in Items D and E above, or any of the Bidder's supervisory employees or any members of their respective families, employed with the NJ Housing and Mortgage Finance Agency?  
\_\_\_\_\_yes \_\_\_\_\_no If yes, furnish details on a separate attachment
- Q. Does any employee or member of the NJ Housing and Mortgage Finance Agency have any interest, direct or indirect, in the Bidder's business?  
\_\_\_\_\_yes \_\_\_\_\_no If yes, furnish details on a separate attachment
- R. Are any of the persons listed in Items C or D, or any of the Bidder's supervisory employees or any member of their respective families, employed with the NJ Housing and Mortgage Finance Agency?  
\_\_\_\_\_yes \_\_\_\_\_no If yes, furnish details on a separate attachment
- S. Does any employee or member of the NJ Housing and Mortgage Finance Agency have any interest, direct or indirect, in the Bidder's business?  
\_\_\_\_\_yes \_\_\_\_\_no If yes, furnish details on a separate attachment



**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**NEW JERSEY HOMESAVER COUNSELING PROGRAMS  
COMPANY CERTIFICATION AND QUESTIONNAIRE**

**EXHIBIT B (Cont.)**

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto, to the best of my knowledge, are true and complete. I acknowledge that the New Jersey Housing and Mortgage Finance Agency is relying on the information contained herein and thereby acknowledge that the undersigned entity is under a continuing obligation, from the date of this Certification through the completion of any contracts with the Owner of subject Project, to notify the HMFA in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am and/or the undersigned entity is subject to criminal prosecution under the law and that it will also constitute a material breach of any agreement between the undersigned entity and the Owner of the subject Project and that either the Owner or the New Jersey Housing and Mortgage Finance Agency, at its option, may declare all such contracts associated with the subject Project void and unenforceable.

The undersigned entity authorizes the New Jersey Housing and Mortgage Finance Agency to verify any answer(s) contained herein, to investigate the background and credit worthiness of the undersigned entity and to enlist the aid of third parties including State police checks which may be completed by the New Jersey Housing and Mortgage Finance Agency in its investigative process. The undersigned entity further authorizes the New Jersey Housing and Mortgage Finance Agency to disclose any of the foregoing information and any information discovered in any investigation pursuant to this certification to any party which has entered or is entering into any contract with the undersigned entity in connection with the subject Project.

**COMPANY NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**NAME (PRINT):** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally appeared \_\_\_\_\_, who, I am satisfied is the person named in the within instrument and who, being duly sworn upon his/her oath has executed the same as his/her voluntary act and deed.

\_\_\_\_\_  
Notary Public

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**NEW JERSEY HOMESAVER COUNSELING PROGRAMS  
SOURCE DISCLOSURE CERTIFICATION FORM  
EXHIBIT C**

**CONTRACTOR:**

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this certification on behalf of the Contractor.

The Contractor submits this Certification in response to the referenced contract issued by New Jersey Housing and Mortgage Finance Agency, in accordance with the requirements of Executive Order 129 and Public Law 2005, Chapter 92.

**Instructions:**

**List every location where services will be performed by the Contractor and all Subcontractors.**

If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reason why the services cannot be so performed. Attach additional page(s) if necessary.

Contractor and/or Subcontractor	Description of Services	Performance Location(s)	If applicable, reason why services cannot be performed in the United States
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Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Contractor to the HMFA.

The Director shall determine whether sufficient justification has been provided by the Contractor to form the basis of his/her certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that if, after award of a contract to the Contractor, it is determined that the Contractor has shifted services, unless declared by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the HMFA, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause.

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**I certify that, to the best of my knowledge, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.**

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY

### NEW JERSEY HOMESAVER COUNSELING PROGRAMS VENDOR CODE OF ETHICS EXHIBIT D

The New Jersey Housing and Mortgage Finance Agency ("HMFA") considers the maintenance of public trust and confidence essential to its proper functioning, and accordingly has adopted this Code of Ethics for Vendors. Vendors who do business with HMFA must avoid all situations where proprietary or financial interests, or the opportunity for financial gain, could lead to favored treatment for any organization or individual. Vendors must also avoid circumstances and conduct which may not constitute actual wrongdoing, or a conflict of interest, but might nevertheless appear questionable to the general public, thus compromising the integrity of the HMFA.

This Code is based upon the principles established in Executive Order 189 (Kean, 1988); ethical standards established by the HMFA pursuant to N.J.A.C. 5-80-18.8, and laws governing the Executive Commission on Ethical Standards, N.J.S.A. 52:13D-12 et seq., which, while not strictly applicable to Contractors, provides general guidance in this area. Also, this code has been established pursuant to the authority embodied in N.J.S.A. 55:14K-1 et seq., and for good cause.

This Code of Ethics will be made part of each Request for Proposal (RFP) issued by the HMFA and will be attached to every contract and agreement to which HMFA and, to the extent feasible, to all those parties anticipating doing business with the HMFA.

No person shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any HMFA member or employee or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13 (i), of any such member or employee, or to any partnership, firm, or corporation with which such member, employee or member of their immediate family is employed or associated, or in which such member or employee has an interest within the meaning of N.J.S.A. 52:13D-13 (g).

Note: This section would permit an HMFA officer or employee to accept food or refreshment of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example, coffee, danish, tea or soda served during a conference break). Acceptance of unsolicited advertising or promotional material of nominal value (such as inexpensive pens, pencils or calendars) would also be permitted.

No person may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such person to, any HMFA member employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the HMFA. No person may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment contract or other agreement, express or implied, or sell any interest in such person to any individual, firm or entity with which such member or employee is employed or associated or has an interest within the meaning of N.J.S.A. 52:13D-13 (g). Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the member or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.



No person shall influence, or attempt to influence or cause to be influenced, any HMFA member or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said member or employee.

No person shall cause or influence, or attempt to cause or influence, any HMFA member or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the person or any other individual or entity.

All persons shall report to the Attorney General of New Jersey and the Executive Commission on Ethical Standards the solicitation of such persons of any fee, commission, compensation, gift, gratuity or other thing of value by an HMFA member or employee. Any questions as to what is or is not acceptable or what constitutes proper conduct for an HMFA officer or employee should be referred to the HMFA Ethics Liaison Officer or his/her designee.

This code is intended to augment, not to replace, existing administrative orders and the current HMFA Code of Ethics.

*HMFA* is defined as the New Jersey Housing and Mortgage Finance Agency.

*Immediate Family* is defined as a person's spouse, child, parent, or sibling residing in the same household. N.J.S.A. 52:13D-13 (i).

*Vendor* is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaged in or seeking to do business with the HMFA.

This is to acknowledge that I received and read the New Jersey Housing and Mortgage Finance Agency's Vendor Code of Ethics, and I understand the terms of the Vendor Code of Ethics.

\_\_\_\_\_  
Name of Firm (Please print or type)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer's Name (Please print or type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

**NEW JERSEY HOUSING AND MORTGAGE FINANCE AGENCY**

**NEW JERSEY HOMESAVER COUNSELING PROGRAMS  
FEE SCHEDULE & AFFIRMATION  
EXHIBIT E**

**NJ HOMESAVER COUNSELING SERVICES**

- 1) \$600 per case for each referred New Jersey HomeSaver client who receives intake/triage for HomeSaver assistance and is fully counseled and screened for HAMP, UP and/or other foreclosure prevention programs to determine the best course of action for the client; and
- 2) The \$600 payment will be processed upon submission to HMFA of the client's application including all required documentation which shall be complete and satisfactory to the HMFA, and a monthly invoice showing the applicants name, address, date of the face to face appointment and the date that the required documentation was uploaded into the web based portal.

**AFFIRMATION**

Applicant hereby affirms that the information given in this application is true and complete. The HMFA may make any inquiries it deems necessary to protect the interests of the HMFA. The HMFA reserves the right to withhold all or part of the agreed upon fee in the event that the counseling assignment is not completed in accordance with the requirements stated in this application.

\_\_\_\_\_  
Name of Firm (Please print or type)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Name (Please print or type)

\_\_\_\_\_  
Title


\_\_\_\_\_  
Signature

\_\_\_\_\_  
E-mail

\_\_\_\_\_  
Date

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N.J. 08646-0252
TAXPAYER NAME:	TRADE NAME:	
TAX REGISTRATION TEST ACCOUNT	CLIENT REGISTRATION	
TAXPAYER IDENTIFICATION#:	SEQUENCE NUMBER:	
970-097-382/500	0107350	
ADDRESS:	ISSUANCE DATE:	
847 ROEBLING AVE	07/14/04	
TRENTON NJ 08611		
EFFECTIVE DATE:		
01/01/01		
FORM-BRC(08-01)		

  
 Act. Director  
 This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

 <b>STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE</b>	
Taxpayer Name:	TAX REG TEST ACCOUNT
Trade Name:	
Address:	847 ROEBLING AVE TRENTON, NJ 08611
Certificate Number:	1093907
Date of Issuance:	October 14, 2004
For Office Use Only:	
20041014112823533	

**SAMPLE**  
**PROVIDED FOR INFORMATIONAL PURPOSES ONLY**